

1 E. MARTIN ESTRADA
United States Attorney
2 MACK E. JENKINS
Assistant United States Attorney
3 Chief, Criminal Division
JULIUS J. NAM (Cal. Bar No. 288961)
4 FRANCES S. LEWIS (Cal. Bar No. 291055)
Assistant United States Attorneys
5 Public Corruption and Civil Rights Section
312 N. Spring St. Ste. 1500
6 Los Angeles, CA 90012
Telephone: (951) 276-6942/213-894-4850
7 Facsimile: (951) 276-6202/213-894-0141
Email: julius.nam@usdoj.gov
8 frances.lewis@usdoj.gov

9 Attorneys for Plaintiff
UNITED STATES OF AMERICA
10

11 UNITED STATES DISTRICT COURT

12 FOR THE CENTRAL DISTRICT OF CALIFORNIA

13 UNITED STATES OF AMERICA,

14 Plaintiff,

15 v.

16 NISHITH THARAKA VANDEBONA,

17 Defendant.
18

No. 23-CR-148-RGK

PLEA AGREEMENT FOR DEFENDANT
NISHITH THARAKA VANDEBONA

19 1. This constitutes the plea agreement between NISHITH THARAKA
20 VANDEBONA ("defendant") and the United States Attorney's Office for
21 the Central District of California (the "USAO") in the above-
22 captioned case. This agreement is limited to the USAO and cannot
23 bind any other federal, state, local, or foreign prosecuting,
24 enforcement, administrative, or regulatory authorities.

25 DEFENDANT'S OBLIGATIONS

26 2. Defendant agrees to:

27 a. At the earliest opportunity requested by the USAO and
28 provided by the Court, appear and plead guilty to counts three and

1 four of the indictment in United States v. NISHITH THARAKA VANDEBONA,
2 CR No. 23-148-RGK, which charge defendant with threatened forcible
3 intimidation regarding the obtaining and provision of reproductive
4 health services, in violation of 18 U.S.C. § 248(a)(1) (count three)
5 and transmitting threatening communications in interstate commerce,
6 in violation of 18 U.S.C. § 875(c) (count four).

7 b. Not contest the Factual Basis agreed to in this
8 agreement.

9 c. Abide by all agreements regarding sentencing contained
10 in this agreement.

11 d. Appear for all court appearances, surrender as ordered
12 for service of sentence, obey all conditions of any bond, and obey
13 any other ongoing court order in this matter.

14 e. Not commit any crime; however, offenses that would be
15 excluded for sentencing purposes under United States Sentencing
16 Guidelines ("U.S.S.G." or "Sentencing Guidelines") § 4A1.2(c) are not
17 within the scope of this agreement.

18 f. Be truthful at all times with the United States
19 Probation and Pretrial Services Office and the Court.

20 g. Pay the applicable special assessments at or before
21 the time of sentencing unless defendant has demonstrated a lack of
22 ability to pay such assessments.

23 h. Defendant agrees that any and all criminal debt
24 ordered by the Court will be due in full and immediately. The
25 government is not precluded from pursuing, in excess of any payment
26 schedule set by the Court, any and all available remedies by which to
27 satisfy defendant's payment of the full financial obligation,
28 including referral to the Treasury Offset Program.

1 i. Complete the Financial Disclosure Statement on a form
2 provided by the USAO and, within 30 days of defendant's entry of a
3 guilty plea, deliver the signed and dated statement, along with all
4 of the documents requested therein, to the USAO by either email at
5 usacac.FinLit@usdoj.gov (preferred) or mail to the USAO Financial
6 Litigation Section at 300 North Los Angeles Street, Suite 7516, Los
7 Angeles, CA 90012. Defendant agrees that defendant's ability to pay
8 criminal debt shall be assessed based on the completed Financial
9 Disclosure Statement and all required supporting documents, as well
10 as other relevant information relating to ability to pay.

11 j. Authorize the USAO to obtain a credit report upon
12 returning a signed copy of this plea agreement.

13 k. Consent to the USAO inspecting and copying all of
14 defendant's financial documents and financial information held by the
15 United States Probation and Pretrial Services Office.

16 l. Agree to and not oppose the imposition of the
17 following conditions of probation or supervised release:

18 i. The defendant shall not contact, visit, or come
19 within 100 yards of any Planned Parenthood facility or property, or
20 Californians for Population Stabilization, or any staff thereof,
21 without prior written approval from the United States Probation and
22 Pretrial Services Office and advance notice to Planned Parenthood or
23 Californians for Population Stabilization.

24 ii. The defendant shall comply with the rules and
25 regulations of the Computer Monitoring Program. The defendant shall
26 pay the cost of the Computer Monitoring Program; and

27 iii. The defendant shall submit the defendant's
28 person, property, house, residence, vehicle, papers, computers, cell

1 phones, other electronic communications or data storage devices or
2 media, email accounts, social media accounts, cloud storage accounts,
3 or other areas under the defendant's control, to a search conducted
4 by a United States Probation Officer or law enforcement officer.
5 Failure to submit to a search may be grounds for revocation. The
6 defendant shall warn any other occupants that the premises may be
7 subject to searches pursuant to this condition. Any search pursuant
8 to this condition will be conducted at a reasonable time and in a
9 reasonable manner upon reasonable suspicion that the defendant has
10 violated a condition of his supervision and that the areas to be
11 searched contain evidence of this violation.

12 THE USAO'S OBLIGATIONS

13 3. The USAO agrees to:

14 a. Not contest the Factual Basis agreed to in this
15 agreement.

16 b. Abide by all agreements regarding sentencing contained
17 in this agreement.

18 c. At the time of sentencing, move to dismiss the
19 remaining counts of the indictment as against defendant. Defendant
20 agrees, however, that at the time of sentencing the Court may
21 consider any dismissed charges in determining the applicable
22 Sentencing Guidelines range, the propriety and extent of any
23 departure from that range, and the sentence to be imposed.

24 d. At the time of sentencing, provided that defendant
25 demonstrates an acceptance of responsibility for the offenses up to
26 and including the time of sentencing, recommend a two-level reduction
27 in the applicable Sentencing Guidelines offense level, pursuant to
28

1 U.S.S.G. § 3E1.1, and recommend and, if necessary, move for an
2 additional one-level reduction if available under that section.

3 NATURE OF THE OFFENSES

4 4. Defendant understands that for defendant to be guilty of
5 the crime charged in count three, that is, threatened forcible
6 intimidation regarding the obtaining and provision of reproductive
7 health services, in violation of 18 U.S.C. § 248(a)(1), the following
8 must be true: (1) defendant threatened the use of force;
9 (2) defendant did so to intentionally intimidate a person or class of
10 persons; and (3) defendant acted because that person or class of
11 persons is or has been, or in order to intimidate such person or any
12 other person or class of persons from, obtaining or providing
13 reproductive health services. To "intimidate" means to place a
14 person in reasonable apprehension of bodily harm to him- or herself
15 or to another. "Reproductive health services" means reproductive
16 health services provided in a hospital, clinic, physician's office,
17 or other facility, and includes medical, surgical, counselling, or
18 referral services relating to the human reproductive system,
19 including services relating to pregnancy or the termination of a
20 pregnancy.

21 5. Defendant understands that for defendant to be guilty of
22 the crime charged in count four, that is, transmitting threatening
23 communications in interstate commerce, in violation of 18 U.S.C.
24 § 875(c), the following must be true: (1) defendant knowingly
25 transmitted in interstate commerce a telephone call containing a
26 threat to injure a natural person; and (2) such telephone call was
27 transmitted for the purpose of issuing a threat, or with knowledge
28 that the telephone call would be viewed as a threat.

PENALTIES AND RESTITUTION

6. Defendant understands that the statutory maximum sentence that the Court can impose for a violation of 18 U.S.C. § 248(a)(1) is: one year of imprisonment; one year of supervised release; a fine of \$100,000 or twice the gross gain or gross loss resulting from the offense, whichever is greatest; and a mandatory special assessment of \$25.

7. Defendant understands that the statutory maximum sentence that the Court can impose for a violation of 18 U.S.C. § 875(c) is: five years' imprisonment; a three-year period of supervised release; a fine of \$250,000 or twice the gross gain or gross loss resulting from the offense, whichever is greater; and a mandatory special assessment of \$100.

8. Defendant understands, therefore, that the total maximum sentence for all offenses to which defendant is pleading guilty is: six years' imprisonment; a three-year period of supervised release; a fine of \$350,000 or twice the gross gain or gross loss resulting from the offenses, whichever is greatest; and a mandatory special assessment of \$125.

9. Defendant understands that defendant will be required to pay full restitution to the victim(s) of the offenses to which defendant is pleading guilty. Defendant agrees that, in return for the USAO's compliance with its obligations under this agreement, the Court may order restitution to persons other than the victim(s) of the offenses to which defendant is pleading guilty and in amounts greater than those alleged in the counts to which defendant is pleading guilty. In particular, defendant agrees that the Court may order restitution to any victim of any of the following for any

1 losses suffered by that victim as a result: (a) any relevant conduct,
2 as defined in U.S.S.G. § 1B1.3, in connection with the offenses to
3 which defendant is pleading guilty; and (b) any counts dismissed
4 pursuant to this agreement as well as all relevant conduct, as
5 defined in U.S.S.G. § 1B1.3, in connection with those counts.

6 10. Defendant understands that supervised release is a period
7 of time following imprisonment during which defendant will be subject
8 to various restrictions and requirements. Defendant understands that
9 if defendant violates one or more of the conditions of any supervised
10 release imposed, defendant may be returned to prison for all or part
11 of the term of supervised release authorized by statute for the
12 offense that resulted in the term of supervised release, which could
13 result in defendant serving a total term of imprisonment greater than
14 the statutory maximum stated above.

15 11. Defendant understands that, by pleading guilty, defendant
16 may be giving up valuable government benefits and valuable civic
17 rights, such as the right to vote, the right to possess a firearm,
18 the right to hold office, and the right to serve on a jury.
19 Defendant understands that he is pleading guilty to a felony and that
20 it is a federal crime for a convicted felon to possess a firearm or
21 ammunition. Defendant understands that the convictions in this case
22 may also subject defendant to various other collateral consequences,
23 including but not limited to revocation of probation, parole, or
24 supervised release in another case and suspension or revocation of a
25 professional license. Defendant understands that unanticipated
26 collateral consequences will not serve as grounds to withdraw
27 defendant's guilty pleas.

1 employee for Californians for Population Stabilization ("CAPS").
2 Defendant left the voicemail with the intent to issue a threat, and
3 with knowledge that it would be viewed as a threat. The voicemail
4 contained the following statements, among others, which were true
5 threats to injure the person of another:

6 (1) "I'm gonna come in there, plant a bomb, and kill as many
7 white Americans as possible. You understand that? Servicemen,
8 families, everybody."

9 (2) "You are gonna see innocent people killed in your town,
10 okay?"

11 (3) "I'm gonna come in that motherfucker and kill all of you."

12 On February 22, 2022, defendant called the same CAPS employee
13 and left a second voicemail, in which he said: "You're gonna all find
14 out what Brown Power is about. We're gonna bring in as many people
15 as we can and then we're gonna procreate with your women and make our
16 people big, too. We're gonna take this country over from you. You
17 understand that, you fucking cracker? Brown power."

18 That same day, defendant called the same CAPS employee again and
19 left a third voicemail, intending to issue a threat, and with
20 knowledge that it would be viewed as a threat. The voicemail
21 contained the following statements, among others, which were true
22 threats to injure the person of another: "I'm gonna come in there and
23 kill all of you dude. Be careful."

24 All three of defendant's telephone calls and subsequent
25 voicemails to CAPS were communications that defendant knowingly
26 transmitted in interstate commerce.

27 On June 24, 2022, the United States Supreme Court released its
28 decision in Dobbs v. Jackson Women's Health Organization, 142 S. Ct.

1 2228 (2022), which overturned Roe v. Wade, and held that the United
2 States Constitution does not confer a right to abortion. The
3 decision was well publicized, including within the Central District
4 of California.

5 On June 24 and 25, 2022, Planned Parenthood was affiliated with
6 individual operators of health care clinics located throughout the
7 Central District of California, which were 501(c)(3) organizations,
8 including Planned Parenthood California Central Coast ("Planned
9 Parenthood CC") and Planned Parenthood Los Angeles ("Planned
10 Parenthood LA") (collectively, "Planned Parenthood"). Planned
11 Parenthood, through these health care clinics, provided a wide range
12 of health, wellness, and education services to the community,
13 including vaccinations, preventative care appointments, mammograms,
14 pregnancy testing, and counseling. Among Planned Parenthood's
15 services, Planned Parenthood publicly offered patients with
16 reproductive health services, including medical, surgical,
17 counseling, and referral services relating to the human reproductive
18 system, including services relating to pregnancy and the termination
19 of a pregnancy.

20 On June 24 and 25, 2022, defendant used Pinger to again create
21 anonymous phone numbers. On both dates, defendant called two
22 separate Planned Parenthood locations and threatened to shoot, kill,
23 and murder their staff. Defendant threatened the use of force and
24 intentionally intimidated the staff and employees of Planned
25 Parenthood because Planned Parenthood, its staff, and its employees
26 were and had been providing services relating to the termination of
27 pregnancies, which are reproductive health services. Defendant
28 threatened the use of force also in order to intimidate Planned

1 Parenthood, its staff, and its employees from providing services
2 relating to the termination of pregnancies.

3 Specifically, on June 24, 2022, defendant left a voicemail for a
4 Planned Parenthood CC employee containing the following threats,
5 among others: "Fucking bitch-ass whore. I'm going to come in there
6 and kill you. You understand? You're going around harming innocent
7 people? Those children are innocent. You're going to get fucking
8 killed bitch, you understand that right? Includes your staff too.
9 You're the boss or what? Go feed a dick. Fucking whore."

10 On June 25, 2022, defendant called and spoke to a Planned
11 Parenthood LA call center specialist and made the following threats,
12 among others: "I'm calling to let you know that I'm going to come in
13 there and kill all of you, including your staff and your security.
14 You got it? You're overdue for an attack." That same day, he again
15 called the Planned Parenthood LA call center and spoke to a different
16 specialist and made the following statements, among others:

17 (1) "I'm calling to let you know that you're gonna have a
18 tragedy at the Santa Monica location here soon. I'm gonna come in
19 there and kill your staff and your security."

20 (2) "You guys aren't safe, understand that? You might want to
21 call and let them know, and the police won't save you either."

22 (3) "I'm gonna come in there and murder your staff."

23 (4) "You're gonna get shot and killed. Do you understand
24 that?"

25 These calls directly and proximately harmed the women who
26 received the communications as well as other staff and employees at
27 Planned Parenthood CC and Planned Parenthood LA who heard about them
28

1 (collectively, "victims") and placed the victims in reasonable
2 apprehension of bodily harm to themselves and to others.

3 SENTENCING FACTORS

4 14. Defendant understands that in determining defendant's
5 sentence the Court is required to calculate the applicable Sentencing
6 Guidelines range and to consider that range, possible departures
7 under the Sentencing Guidelines, and the other sentencing factors set
8 forth in 18 U.S.C. § 3553(a). Defendant understands that the
9 Sentencing Guidelines are advisory only, that defendant cannot have
10 any expectation of receiving a sentence within the calculated
11 Sentencing Guidelines range, and that after considering the
12 Sentencing Guidelines and the other § 3553(a) factors, the Court will
13 be free to exercise its discretion to impose any sentence it finds
14 appropriate up to the maximum set by statute for the crime of
15 conviction.

16 15. Defendant and the USAO agree to the following applicable
17 Sentencing Guidelines factors:

18 Count Four

19 Base Offense Level: 12 U.S.S.G. § 2A6.1

20 Defendant and the USAO have no agreement as to the applicable base
21 offense level for count three. Defendant and the USAO reserve the
22 right to argue that additional specific offense characteristics,
23 adjustments, and departures under the Sentencing Guidelines are
24 appropriate.

25 16. Defendant understands that there is no agreement as to
26 defendant's criminal history or criminal history category.

27 17. Defendant and the USAO reserve the right to argue for a
28 sentence outside the sentencing range established by the Sentencing

1 Guidelines based on the factors set forth in 18 U.S.C. §§ 3553(a)(1),
2 (a)(2), (a)(3), (a)(6), and (a)(7).

3 WAIVER OF CONSTITUTIONAL RIGHTS

4 18. Defendant understands that by pleading guilty, defendant
5 gives up the following rights:

6 a. The right to persist in a plea of not guilty.

7 b. The right to a speedy and public trial by jury.

8 c. The right to be represented by counsel -- and if
9 necessary have the Court appoint counsel -- at trial. Defendant
10 understands, however, that, defendant retains the right to be
11 represented by counsel -- and if necessary have the Court appoint
12 counsel -- at every other stage of the proceeding.

13 d. The right to be presumed innocent and to have the
14 burden of proof placed on the government to prove defendant guilty
15 beyond a reasonable doubt.

16 e. The right to confront and cross-examine witnesses
17 against defendant.

18 f. The right to testify and to present evidence in
19 opposition to the charges, including the right to compel the
20 attendance of witnesses to testify.

21 g. The right not to be compelled to testify, and, if
22 defendant chose not to testify or present evidence, to have that
23 choice not be used against defendant.

24 h. Any and all rights to pursue any affirmative defenses,
25 Fourth Amendment or Fifth Amendment claims, and other pretrial
26 motions that have been filed or could be filed.

1 WAIVER OF APPEAL OF CONVICTION

2 19. Defendant understands that, with the exception of an appeal
3 based on a claim that defendant's guilty pleas were involuntary, by
4 pleading guilty defendant is waiving and giving up any right to
5 appeal defendant's convictions on the offenses to which defendant is
6 pleading guilty. Defendant understands that this waiver includes,
7 but is not limited to, arguments that the statutes to which defendant
8 is pleading guilty are unconstitutional, and any and all claims that
9 the Factual Basis provided herein is insufficient to support
10 defendant's pleas of guilty.

11 LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

12 20. Defendant agrees that, provided the Court imposes a total
13 term of imprisonment on all counts of conviction within or below the
14 Sentencing Guidelines range corresponding to an offense level of 12
15 and the criminal history category calculated by the Court, defendant
16 gives up the right to appeal all of the following: (a) the procedures
17 and calculations used to determine and impose any portion of the
18 sentence; (b) the term of imprisonment imposed by the Court; (c) the
19 fine imposed by the Court, provided it is within the statutory
20 maximum; (d) to the extent permitted by law, the constitutionality or
21 legality of defendant's sentence, provided it is within the statutory
22 maximum; (e) the amount and terms of any restitution order; (f) the
23 term of probation or supervised release imposed by the Court,
24 provided it is within the statutory maximum; and (g) any of the
25 following conditions of probation or supervised release imposed by
26 the Court: the conditions set forth in Second Amended General Order
27 20-04 of this Court; the drug testing conditions mandated by 18
28 U.S.C. §§ 3563(a)(5) and 3583(d); the alcohol and drug use conditions

1 authorized by 18 U.S.C. § 3563(b)(7); and any conditions of probation
2 or supervised release agreed to by defendant in paragraph 2 above.

3 21. The USAO agrees that, provided (a) all portions of the
4 sentence are at or below the statutory maximum specified above and
5 (b) the Court imposes a term of imprisonment within or above the
6 range corresponding to an offense level of 12 and the criminal
7 history category calculated by the Court, the USAO gives up its right
8 to appeal any portion of the sentence.

9 RESULT OF WITHDRAWAL OF GUILTY PLEA

10 22. Defendant agrees that if, after entering guilty pleas
11 pursuant to this agreement, defendant seeks to withdraw and succeeds
12 in withdrawing defendant's guilty pleas on any basis other than a
13 claim and finding that entry into this plea agreement was
14 involuntary, then (a) the USAO will be relieved of all of its
15 obligations under this agreement; and (b) should the USAO choose to
16 pursue any charge that was either dismissed or not filed as a result
17 of this agreement, then (i) any applicable statute of limitations
18 will be tolled between the date of defendant's signing of this
19 agreement and the filing commencing any such action; and
20 (ii) defendant waives and gives up all defenses based on the statute
21 of limitations, any claim of pre-indictment delay, or any speedy
22 trial claim with respect to any such action, except to the extent
23 that such defenses existed as of the date of defendant's signing this
24 agreement.

25 RESULT OF VACATUR, REVERSAL OR SET-ASIDE

26 23. Defendant agrees that if any count of conviction is
27 vacated, reversed, or set aside, the USAO may: (a) ask the Court to
28 resentence defendant on any remaining count of conviction, with both

1 the USAO and defendant being released from any stipulations regarding
2 sentencing contained in this agreement, (b) ask the Court to void the
3 entire plea agreement and vacate defendant's guilty plea on any
4 remaining count of conviction, with both the USAO and defendant being
5 released from all their obligations under this agreement, or
6 (c) leave defendant's remaining conviction, sentence, and plea
7 agreement intact. Defendant agrees that the choice among these three
8 options rests in the exclusive discretion of the USAO.

9 EFFECTIVE DATE OF AGREEMENT

10 24. This agreement is effective upon signature and execution of
11 all required certifications by defendant, defendant's counsel, and an
12 Assistant United States Attorney.

13 BREACH OF AGREEMENT

14 25. Defendant agrees that if defendant, at any time after the
15 signature of this agreement and execution of all required
16 certifications by defendant, defendant's counsel, and an Assistant
17 United States Attorney, knowingly violates or fails to perform any of
18 defendant's obligations under this agreement ("a breach"), the USAO
19 may declare this agreement breached. All of defendant's obligations
20 are material, a single breach of this agreement is sufficient for the
21 USAO to declare a breach, and defendant shall not be deemed to have
22 cured a breach without the express agreement of the USAO in writing.
23 If the USAO declares this agreement breached, and the Court finds
24 such a breach to have occurred, then: (a) if defendant has previously
25 entered guilty pleas pursuant to this agreement, defendant will not
26 be able to withdraw the guilty plea, and (b) the USAO will be
27 relieved of all its obligations under this agreement.

1 26. Following the Court's finding of a knowing breach of this
2 agreement by defendant, should the USAO choose to pursue any charge
3 that was either dismissed or not filed as a result of this agreement,
4 then:

5 a. Defendant agrees that any applicable statute of
6 limitations is tolled between the date of defendant's signing of this
7 agreement and the filing commencing any such action.

8 b. Defendant waives and gives up all defenses based on
9 the statute of limitations, any claim of pre-indictment delay, or any
10 speedy trial claim with respect to any such action, except to the
11 extent that such defenses existed as of the date of defendant's
12 signing this agreement.

13 c. Defendant agrees that: (i) any statements made by
14 defendant, under oath, at the guilty plea hearing (if such a hearing
15 occurred prior to the breach); (ii) the agreed to Factual Basis
16 statements in this agreement; and (iii) any evidence derived from
17 such statements, shall be admissible against defendant in any such
18 action against defendant, and defendant waives and gives up any claim
19 under the United States Constitution, any statute, Rule 410 of the
20 Federal Rules of Evidence, Rule 11(f) of the Federal Rules of
21 Criminal Procedure, or any other federal rule, that the statements or
22 any evidence derived from the statements should be suppressed or are
23 inadmissible.

24 COURT AND UNITED STATES PROBATION AND PRETRIAL SERVICES

25 OFFICE NOT PARTIES

26 27. Defendant understands that the Court and the United States
27 Probation and Pretrial Services Office are not parties to this
28 agreement and need not accept any of the USAO's sentencing

1 recommendations or the parties' agreements to the Factual Basis or
2 sentencing factors.

3 28. Defendant understands that both defendant and the USAO are
4 free to: (a) supplement the Factual Basis by supplying relevant
5 information to the United States Probation and Pretrial Services
6 Office and the Court, (b) correct any and all factual misstatements
7 relating to the Court's Sentencing Guidelines calculations and
8 determination of sentence, and (c) argue on appeal and collateral
9 review that the Court's Sentencing Guidelines calculations and the
10 sentence it chooses to impose are not error, although each party
11 agrees to maintain its view that the calculations in paragraph 15 are
12 consistent with the Factual Basis. While this paragraph permits both
13 the USAO and defendant to submit full and complete factual
14 information to the United States Probation and Pretrial Services
15 Office and the Court, even if that factual information may be viewed
16 as inconsistent with the Factual Basis agreed to in this agreement,
17 this paragraph does not affect defendant's and the USAO's obligations
18 not to contest the Factual Basis agreed to in this agreement.

19 29. Defendant understands that even if the Court ignores any
20 sentencing recommendation, finds facts or reaches conclusions
21 different from those agreed to, and/or imposes any sentence up to the
22 maximum established by statute, defendant cannot, for that reason,
23 withdraw defendant's guilty pleas, and defendant will remain bound to
24 fulfill all defendant's obligations under this agreement. Defendant
25 understands that no one -- not the prosecutor, defendant's attorney,
26 or the Court -- can make a binding prediction or promise regarding
27 the sentence defendant will receive, except that it will be within
28 the statutory maximum.

NO ADDITIONAL AGREEMENTS

30. Defendant understands that, except as set forth herein, there are no promises, understandings, or agreements between the USAO and defendant or defendant's attorney, and that no additional promise, understanding, or agreement may be entered into unless in a writing signed by all parties or on the record in court.

PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

31. The parties agree that this agreement will be considered part of the record of defendant's guilty plea hearing as if the entire agreement had been read into the record of the proceeding.

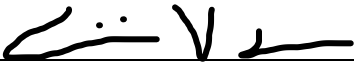
AGREED AND ACCEPTED

UNITED STATES ATTORNEY'S OFFICE
FOR THE CENTRAL DISTRICT OF
CALIFORNIA

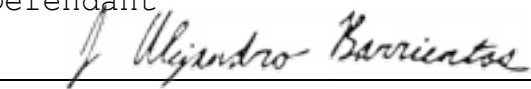
E. MARTIN ESTRADA
United States Attorney



FRANCES S. LEWIS
Assistant United States Attorney



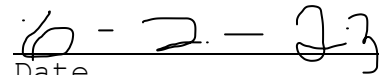
NISHITH THARAKA VANDEBONA
Defendant



J. ALEJANDRO BARRIENTOS
Deputy Federal Public Defender
Attorney for Defendant
NISHITH THARAKA VANDEBONA

6/2/23

Date



Date

6-2-2023

Date

CERTIFICATION OF DEFENDANT

I have read this agreement in its entirety. I have had enough time to review and consider this agreement, and I have carefully and thoroughly discussed every part of it with my attorney. I understand the terms of this agreement, and I voluntarily agree to those terms. I have discussed the evidence with my attorney, and my attorney has advised me of my rights, of possible pretrial motions that might be filed, of possible defenses that might be asserted either prior to or at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines provisions, and of the consequences of entering into this agreement. No promises, inducements, or representations of any kind have been made to me other than those contained in this agreement. No one has threatened or forced me in any way to enter into this agreement. I am satisfied with the representation of my attorney in this matter, and I am pleading guilty because I am guilty of the charges and wish to take advantage of the promises set forth in this agreement, and not for any other reason.



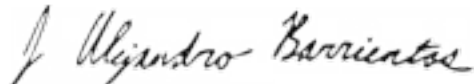
NISHITH THIRARA VANDEBONA
Defendant

6-2-23

Date

CERTIFICATION OF DEFENDANT'S ATTORNEY

I am NISHITH THARAKA VANDEBONA's attorney. I have carefully and thoroughly discussed every part of this agreement with my client. Further, I have fully advised my client of his rights, of possible pretrial motions that might be filed, of possible defenses that might be asserted either prior to or at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines provisions, and of the consequences of entering into this agreement. To my knowledge: no promises, inducements, or representations of any kind have been made to my client other than those contained in this agreement; no one has threatened or forced my client in any way to enter into this agreement; my client's decision to enter into this agreement is an informed and voluntary one; and the Factual Basis set forth in this agreement is sufficient to support my client's entry of guilty pleas pursuant to this agreement.



6-2-2023

J. ALEJANDRO BARRIENTOS
Deputy Federal Public Defender
Attorney for Defendant
NISHITH THARAKA VANDEBONA

Date